

Louis Flores
34-21 77th Street, No. 406
Jackson Heights, New York 11372
louisflores@louisflores.com
1 (929) 279-2292

06 October 2016

BY ECF

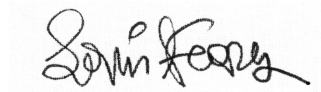
Honorable Joan M. Azrack,
Honorable Roanne L. Mann,
United States District Court,
Eastern District of New York,
225 Cadman Plaza East,
Brooklyn, New York 11201.

Dear Hon. U.S. District Court Judge Azrack and Hon. Chief U.S. Magistrate Judge Mann :

Re : Louis Flores v. United States Department of Justice
No. 15-CV-2627 (Azrack, J.) (Mann, M.J.)

I would like to request an extension of time to file an objection to the Report and Recommendation issued by the Hon. Chief U.S. Magistrate Judge Mann. (Dkt. No. 48). The request I am making is to move the deadline from 21 October 2016 to 04 November 2016. I believe that this is the first extension of time I am requesting in this litigation. I am requesting this two-week extension of time, because I must appear in Queens Housing Court on 19 October 2016 to answer a petition filed by landlord. I am in need of *pro bono* counsel for this hearing, but I have not been able to find *pro bono* counsel as of yet. I was turned down for *pro bono* assistance by Queens Legal Services. Attached as an Exhibit is the Answer I filed in that action. Before sending you this request, I asked Counsel for the Defendant for her consent, but as of the time of the filing of this request, I had not heard back from Counsel for the Defendant.

Respectfully submitted,



Louis Flores
Pro se Plaintiff

cc : [By e-mail only to : rukhsanah.singh@usdoj.gov]

Rukhsanah L. Singh, Assistant U.S. Attorney
U.S. Attorney's Office - Eastern District of New York
271 Cadman Plaza East, 7th Floor
Brooklyn, NY 11201
Attorney for Defendant

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

LOUIS FLORES,

Plaintiff,

v.

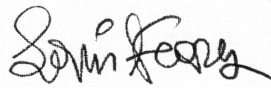
UNITED STATES DEPARTMENT OF
JUSTICE,

Defendant.

15-CV-2627 (JG)(RLM)

**AFFIRMATION
OF SERVICE**

I, **LOUIS FLORES**, declare under penalty of perjury that I have served a copy of the attached **PLAINTIFF'S REQUEST FOR AN EXTENSION OF TIME** upon **RUKHSANAH L. SINGH**, whose address is : c/o United States Attorney's Office, Eastern District of New York, 271 Cadman Plaza East, 7th Floor, Brooklyn, New York 11201 by **ELECTRONIC MAIL DELIVERY** to : rukhsanah.singh@usdoj.gov.



Dated : Jackson Heights, New York
06 October 2016

Louis Flores
34-21 77th Street, Apt. 406
Jackson Heights, New York 11372
Phone : (929) 279-2292
louisflores@louisflores.com

EXHIBIT

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS - HOUSING PART

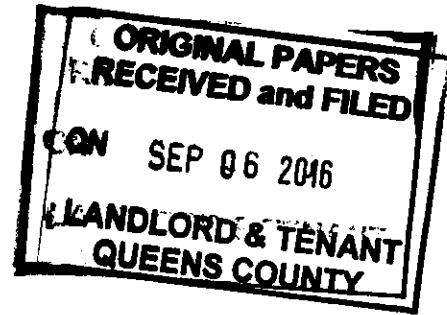
DOUBLE A PROPERTY ASSOCIATES-77TH
STREET LLC,

*Petitioner(s)-
Landlord(s),*

-against-

LOUIS FLORES,

*Respondent(s)-
Tenant(s).*



L&T Index No. :

69959-2016

ANSWER

As and for his answer to the Petition filed by Petitioner(s)-Landlord(s), Respondent(s)-Tenant(s) respectfully shows and alleges as follows :

1. Respondent(s)-Tenant(s) admits the truth of the allegations of Paragraph 1 of the Petition.
2. Respondent(s)-Tenant(s) denies the allegations of Paragraph 2 of the Petition, since the amount of the legal rent is in dispute. A rent overcharge complaint (the "Rent Overcharge Complaint") has been lodged by Respondent(s)-Tenant(s) with the New York State Homes and Community Renewal ("HCR"), objecting to an unlawful increase in the legal rent for the Dwelling made by Petitioner(s)-Landlord(s) that exceeded the order of the New York City Rent Guidelines Board Order #47. HCR issued Docket No. DV 110030 R for this Rent Overcharge Complaint. Because the rent terms changed as a consequence for the renewal lease for the Dwelling, Respondent(s)-Tenant(s) also filed a lease complaint (the "Lease Complaint") with HCR, objecting to the unlawful increase in the legal rent that was made a term and condition of the renewal lease. HCR issued Docket No. DU 110061 RV for this Lease Complaint. Respondent(s)-Tenant(s) updated each of the Rent Overcharge Complaint and the Lease Complaint to reflect Respondent(s)-Tenant(s) objection to an unlawful increase in the legal rent for the Dwelling made by Petitioner(s)-Landlord(s) that exceeded the order of the New York

City Rent Guidelines Board Order #48. Consequently, Petitioner(s)-Landlord(s) are fully aware that the amount of the legal rent is in dispute and that the Rent Overcharge Complaint and the Lease Complaint are currently pending before HCR. As such, Petitioner(s)-Landlord(s) are engaging in misconduct by attempting to have this Court rule on the amount of the rent that is the subject of existing and pending proceedings before HCR.

3. Respondent(s)-Tenant(s) admits the truth of the allegations of Paragraph 3 of the Petition.

4. Respondent(s)-Tenant(s) admits the truth of the allegations of Paragraph 4 of the Petition.

5. Respondent(s)-Tenant(s) denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 of the Petition. In any event, the subject matters of the Rent Overcharge Complaint and the Lease Complaint are subject to existing and pending proceedings before HCR.

6. Respondent(s)-Tenant(s) denies the allegations of Paragraph 6 of the Petition, given that the amount of the legal rent is in dispute.

7. Respondent(s)-Tenant(s) admits that the Dwelling is a rent-regulated apartment, subject to the Orders of the New York City Rent Guidelines Board, as surmised by the allegations in Paragraph 7 of the Petition ; however, Respondent(s)-Tenant(s) are in violation of the New York City Rent Guidelines Board Orders #47 and #48, and, as such, the allegations in Paragraph 7 of the Petition pertaining to the amount of the rent being demanded are demonstratively false, because the rent being demanded exceed Order #47, and this dispute over the legal rent is currently subject to the Rent Overcharge Complaint and the Lease Complaint pending before HCR.

8. Respondent(s)-Tenant(s) denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8 of the Petition.

9. Given that the amount of the legal rent is in dispute as a result of allegedly unlawful actions taken by Petitioner(s)-Landlord(s), Respondent(s)-Tenant(s) denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 9 of the Petition.

10. Respondent(s)-Tenant(s) denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 10 of the Petition.

AFFIRMATIVE DEFENSES

11. **IMPROPER SERVICE.** Respondent(s)-Tenant(s) was served late on 30 August 2016 with the subject Petition. Attached to the Petition was an Affidavit of Conspicuous Service, which is demonstratively false. According to the Affidavit of Conspicuous Service, an individual named Paul Dankel swore that he had affixed a Rent Demand on the door to my apartment on 10 August 2016. No such Rent Demand was ever received by Respondent(s)-Tenant(s), and no photograph of such affixation was provided in the Affidavit of Conspicuous Service. Furthermore, Mr. Dankel swore that he had deposited copies of the Rent Demand by Certified Mail and by First Class U.S. Mail. However, no such Rent Demands were received by Respondent(s)-Tenant(s), and no U.S. Postal Service tracking numbers or photocopies of signed Return Receipts were provided in the Affidavit of Conspicuous Service. Consequently, a traverse hearing is requested. If a traverse hearing is not granted, then the Court must dismiss this Petition on the grounds that the predicate Rent Demand was never properly made, in accordance with the law. See RPAPL § 711(2). Because Petitioner(s)-Landlord(s) did not satisfy the requirement of RPAPL § 711(2), Respondent(s)-Tenant(s) does not consent to this proceeding, and the Court has no personal jurisdiction over this matter. Respondent(s)-Tenant(s) moves to have this Petition dismissed due to the defects in the Rent Demand and in the Petition. See CPLR § 3211(a)(2). See also CPLR § 308.

12. **PART OF THE DISPUTED BACK RENT WAS REFUSED.** Respondent(s)-Tenant(s) mailed by First U.S. Class Mail on 20 July 2016 a personal check numbered 132 and payable in the amount of \$1,350 as payment for the rent for July 2016, even though the rent is in dispute and is ultimately subject to the final determinations of the Rent Overcharge Complaint and the Lease Complaint, which are, in turn, each pending before HCR. See Exhibit A. Respondent(s)-Tenant(s) informed counsel for Petitioner(s)-Landlord(s) of the mailing of this payment on 28 July 2016 in the presence of a judge. After Respondent(s)-Tenant(s) was served with this latest lawsuit, Respondent(s)-Tenant(s) called the office Petitioner(s)-Landlord(s) to inquire about the payment for July 2016 rent. Respondent(s)-Tenant(s) spoke with "Olga," who said she

"can't confirm" that the payment was received, adding that the office "can't accept money, because of legal." At the time Respondent(s)-Tenant(s) mailed the payment for July 2016, Plaintiff had been served with a prior lawsuit (L&T Index No.: 66197-2016). Because it is apparently the policy of the Agent of the Dwelling to refuse payment, the Court must dismiss this Petition, as the rent being demanded for July 2016 in Paragraph 6 of the Petition included in the Petition in bad faith.

COUNTERCLAIMS

13. **IMPROPER COURT.** Given the Rent Overcharge Complaint that is currently pending before HCR, this Court does not have jurisdiction to make any interpretation or determination about the disputed legal rent for the Dwelling. To the extent that Petitioner(s)-Landlord(s) are asking this Court to make any interpretation or determination about the disputed legal rent for the Dwelling, Petitioner(s)-Landlord(s) are attempting to subvert the power, authority, and jurisdiction of HCR, and the Court must reject these unlawful acts by Petitioner(s)-Landlord(s).

14. **IMPROPER COURT.** Given the Lease Complaint that is currently pending before HCR, this Court does not have jurisdiction to make any interpretation or determination about the disputed legal rent or any term or condition of the lease for the Dwelling. To the extent that Petitioner(s)-Landlord(s) are asking this Court to make any interpretation or determination about the disputed legal rent or any term or condition of the lease for the Dwelling, Petitioner(s)-Landlord(s) are attempting to subvert the power, authority, and jurisdiction of HCR, and the Court must reject these unlawful acts by Petitioner(s)-Landlord(s).

15. **IMPROPER CHARGES.** In addition to this Court not being the proper venue to decide what is the amount of the legal rent for the Dwelling, this Court cannot also consider any non-payment proceeding that is brought for the payment of non-rent. Petitioner(s)-Landlord(s) is requesting \$150.00 for legal fees. Additionally, in the rent coupon for September 2016, Petitioner(s)-Landlord(s) added \$485.00 for legal fees. See Exhibit B. Either Petitioner(s)-Landlord(s) is keeping two sets of books, or Petitioner(s)-Landlord(s) is trying to deceive the Court by trying to privately coerce Respondent(s)-Tenant(s) into paying for legal fees that have not been ordered by the Court. Moreover, the Court can only consider non-

payment proceedings that are brought for rent only. See RPAPL Section 711(2). Nonpayment of unlawful increases made to the legal rent that are the subject matter of another judicial venue, namely, HCR, is not an allowable basis for bringing a non-payment proceeding. See RPAPL § 711(2).

16. **TENANT HARASSMENT.** Petitioner(s)-Landlord(s) commenced the subject Petition to allege that Respondent(s)-Tenant(s) had not paid rent for July 2016, when in fact Respondent(s)-Tenant(s) had attempted to pay such rent, but such rent was refused. Because the service of the Rent Demand was never made as alleged on the Affidavit of Conspicuous Service attached to the Petition, Respondent(s)-Tenant(s) alleges that Petitioner(s)-Landlord(s) commenced the subject Petition without cause, in bad faith, and to harass and menace Respondent(s)-Tenant(s). Respondent(s)-Tenant(s) respectfully requests that the Court refer Respondent(s)-Tenant(s) claims of tenant harassment to the Office of the Public Advocate for the City of New York City.

17. **PATTERN AND PRACTISE OF VIOLATIONS AND TENANT HARASSMENT.** Petitioner(s)-Landlord(s) have a pattern and practise of building violations and tenant harassment. In a 1987 Letter to the Editor published by *The New York Times*, Herbert Donner, the agent of the Dwelling identified in Paragraph 10 of the Petition ("Agent of the Dwelling"), admitted he was the owner of buildings with outstanding code violations.^{1/} See also Exhibit C. In 2002, the Civil Rights Division of the U.S. Department of Justice reportedly filed a lawsuit against Agent of the Dwelling, alleging violations of the Fair Housing Act for having tried to evict a tenant, Patricia C. Smith, who suffered from terminal cancer and was in need of a service pet.^{2/} In 2003, Agent for the Dwelling entered into a Consent Decree with the Civil Rights Division to apparently settle the violations.^{3/} In 2013, it was reported that a three-year-old girl fell to her death from a fifth floor window of an apartment building owned by a company registered to

^{1/} See Herbert Donner, *Clean Up Your Building Code Act*, New York, The New York Times (Nov. 7, 1987), <http://www.nytimes.com/1987/11/07/opinion/l-clean-up-your-building-code-act-new-york-273187.html>.

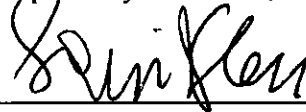
^{2/} See Civil Rights Division, *U.S.A. v. ADI Management, Inc., et al.*, U.S. Department of Justice (Jun. 3, 2002), <https://www.justice.gov/crt/housing-and-civil-enforcement-cases-documents-283>.

^{3/} See Civil Rights Division, *U.S.A. v. ADI Management, Inc., et al.*, U.S. Department of Justice (Jul. 2, 2003), <https://www.justice.gov/crt/housing-and-civil-enforcement-cases-documents-377>.

Agent of the Dwelling.^{4/} In 2015, the news Web site *Gothamist* reported that a superintendent, Herchin Ablai, of a building managed by Agent of the Dwelling has been allegedly carrying out a "reign of terror" against tenants.^{5/} In 2016, it was reported that Agent of the Dwelling is the former business partner of the now late J. Leonard Spodek, the latter whom tenants dubbed the "Dracula Landlord" for his record of racking up over 4,000 violations in the 1980's and 1990's, and Agent of the Dwelling remains affiliated with Rosalind Spodek, the widow of the late Mr. Spodek.^{6/} Attached are current information about complaints about the subject apartment building, which includes two complaints filed by Respondent(s)-Tenant(s) with 311. This information comes from the online records of the New York City Department of Buildings and the New York City Department of Housing Preservation and Development. *See* Exhibit D. Given Agent of the Dwelling's pattern and practise of harassment or retaliation, the subject Petition may have been filed with bad faith or malice to menace Respondent(s)-Tenant(s), possibly in violation of the Fair Housing Act protections against coercion, threats, and intimidation. Once the Court enters a disposition of this matter, Respondent(s)-Tenant(s) requests that the Court refer this Petition to the U.S. Attorney's Office for the Eastern District of New York for possible Fair Housing Act violations. *See* 24 CFR § 100.400.

WHEREFORE, defendant prays that this Court dismiss with prejudice the Petition of Petitioner(s)-Landlord(s), with costs and disbursements to Respondent(s)-Tenant(s), together with such other relief the Court finds to be just and proper.

Respectfully submitted,



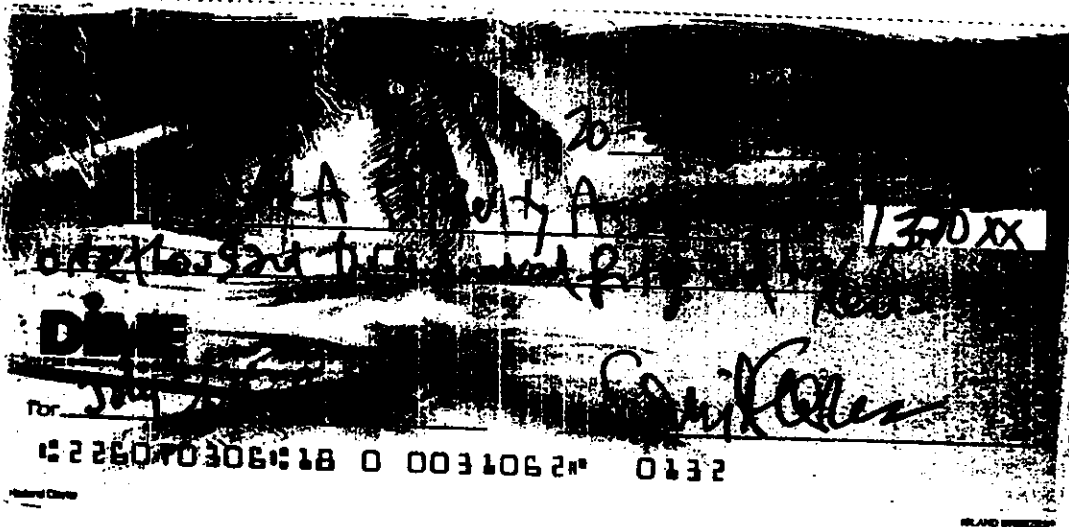
Louis Flores
34-21 77th Street, Apt. 406
Jackson Heights, NY 11372
Phone : (718) 685-2924
Pro Se Respondent(s)-Tenant(s)

Dated : Jackson Heights, New York
6 September 2016

^{4/} See Jeanmarie Evely, *3-Year-Old Girl Dies After Fall From Bathroom Window in Queens*, Dnainfo New York (Feb. 11, 2013), <https://www.dnainfo.com/new-york/20130211/woodside/3-year-old-girl-dies-after-fall-from-bathroom-window-queens>.

^{5/} See Nathan Tempey, *This Brooklyn Super Wears A Body Camera While Allegedly Carrying Out A "Reign Of Terror,"* *Gothamist* (Oct. 2, 2015), http://gothamist.com/2015/10/02/brooklyn_super_nightmare.php.

^{6/} See Mark Maurer, *"Dracula landlord" Leonard Spodek dies at 70*, *The Real Deal* (Mar. 28, 2016), <http://therealdeal.com/2016/03/28/dracula-landlord-leonard-spodek-dies-at-70/>.



FLORES, LOUIS
 34 - 21&41 77th STREET # 406
 JACKSON HEIGHTS, 11372

RENT IS DUE ON THE 1ST. BUT
 NOT LATER THAN THE 15TH. ANY
 PAYMENTS RECEIVED AFTER MUST
 INCLUDE LATE FEE PER LEASE.

718-739-4262 FOR INQUIRIES

To assure
 proper credit
 Return this part
 with your payment.

\$ 8100.00

Return To:

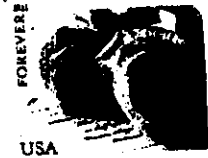
77TH 406 RSP 40 000810000 07
 DOUBLE A PROPERTY ASSOC. - 77th
 172-96 HIGHLAND AVENUE
 JAMAICA ESTATES NY 11432-2899

1 77TH00408 J08100004 071618

OPENING BAL.	6750.00
RENT	1685.70
PREF. CREDIT	-335.70
DATE DUE	TOTAL DUE
07/01/16	8100.00

KEEP THIS PART FOR YOUR RECORDS

34 - 21&41 77th STREET
 UNIT: 406
 FLORES, LOUIS



Double A Property Assoc-77,
172-90 Highland Ave.,
Jamaica Estates, NY

11432 -
2899.

mailed
20-Millet-2016
(15) ✓

FLORES, LOUIS**34 - 21&41 77th STREET # 406
JACKSON HEIGHTS, 11372****RENT IS DUE ON THE 1ST. BUT
NOT LATER THAN THE 15TH. ANY
PAYMENTS RECEIVED AFTER MUST
INCLUDE LATE FEE PER LEASE.****718-739-4262 FOR INQUIRIES****To assure
proper credit
Return this part
with your payment.****\$ 4385.00****Return To:****77TH 406 ESP 40 000438500 09
DOUBLE A PROPERTY ASSOC.-77th
172-50 HIGHLAND AVENUE
JAMAICA ESTATES NY 11432-2899****1 77TH00408 004385004 091643**

OPENING BAL	2550.00
RENT	1685.70
PREF. CREDIT	-335.70
LEGAL FEES	485.00
DATE DUE	TOTAL DUE
09/01/16	4385.00

KEEP THIS PART FOR YOUR RECORDS**34 - 21&41 77th STREET
UNIT: 406
FLORES, LOUIS**

The New York Times

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November 7, 1987

Clean Up Your Building Code Act, New York

To the Editor:

"What Housing Fines Could Buy" (Topics of The Times, Oct. 14) - in which you applaud the New York City Council's vote of steep raises in fines for building code violations - continues to confuse prosecution of landlords with effective building code enforcement.

As the owner of buildings with outstanding violations, I don't need the threat of higher fines to encourage me to make repairs. Indeed, I've already made them. Unfortunately, the city's Bureau of Code Enforcement continues to keep these violations on my record and refuses to devote resources to reinspections to clear them, or even to have computer key punchers clear the ones they know are corrected.

Instead, I may be dragged into court for expensive litigation of matters that could be resolved with a quick visit.

When you suggest hiring more lawyers to prosecute owners with 274,000 immediately hazardous violations outstanding, what should be understood is that the city has no idea how many of these alleged violations still exist. It should also be understood that among the most common "immediately hazardous" housing code violations issued to owners are tenant flowerpots and bicycles on fire escapes and tenant-installed double cylinder locks that also pose a fire safety hazard.

I am participating in a class action lawsuit, brought against New York City last month in Federal Court by Community Housing Improvement Program Inc., which is demanding that the Bureau of Code Enforcement clean up its computer data base, issue tenant-caused violations against the tenants responsible and reinspect known violations.

Reinspection, not litigation, will encourage the correction of violations and will focus prosecution on real offenders. HERBERT DONNER Jamaica Estates, Queens, Oct. 19, 1987

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Exhibit C


[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

Complaints By Address

Click [here](#) for information on how to remove a Stop Work Order from your property

Page: 1 of 1

Premises: 34-19 77 STREET QUEENS

BIN: 4029131 Block: 1264 Lot: 47

8 Total Complaints

[View SWO Complaints](#)Looking for a list of complaint [category codes](#) or [disposition codes](#)?
(Adobe Acrobat Reader required)

Complaint Number	Address	Date Entered	Category	Inspection Date	Disposition	Status
<u>4625846</u>	34-21 77 STREET	07/23/2015	63	12/12/2015	H1	RES
	ELEVATOR HAS NOT BEEN WORKING SINCE 7/21/15. MANAGEMENT SAID IT WOULD BE REPAIRED 7/23/15. IT DID NOT GET DONE. CUSTOMER WAS ADVISED TO CALL THE SUPERINTENDENT, HOWEVER HIS PHONE # IS NOT AVAILABLE.					
<u>4625661</u>	34-21 77 STREET	07/22/2015	63	12/12/2015	I2	RES
	ONLY ONE ELEVATOR IN THE BUILDING PUT OUT OF SERVICE YESTERDAY NO SIGN WHEN IT WILL BACK IN SERVICE, DISPLAY CERTIFICATE					
<u>4471189</u>	34-21 77 STREET	01/31/2011	63	04/25/2011	I2	RES
	INOPERATIVE ELEVATOR 6 FLOOR BLDG					
<u>4379127</u>	3441 77 STREET	11/06/2008	04	11/08/2008	I2	RES
	CALLER IS REPORTING UNATHORIZED AFTER HOURS BUILDING CONSTRUCTION					
<u>4174424</u>	34-21 77 STREET	09/09/2003	63	03/11/2004	A1	RES
	ELEVATOR DEFECTIVE/ INOPERATIVE					
<u>4149610</u>	34-41 77 STREET	07/10/2002	05	07/19/2002	I2	RES
	ROOF WORK IS BEING DONE WITHOUT A PERMIT					
<u>4076302</u>	34-19 77 STREET	03/06/1998	63	03/06/1998	I2	RES
	SEVERAL DAYS OUT OF SERVICE. SENIOR CITIZENS IN BLDG. 1 ELEVATOR BLDG IN THE MIDDLE OF LOBBY					
<u>4038982</u>	34-19 77 STREET	04/18/1994	54	10/23/1995	I2	RES
	WALL IN REAR OF MULTIPLE DWELLING BUILDING					

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Exhibit D-1

The selected address: 34-21 77 STREET, Queens 11372**This building has filed records with the New York State Division of Housing and Community Renewal at least one time from 1993 to the present year and may contain one or more regulated apartments.**

HPD#	Range	Block	Lot	CD	CensusTract	Stories	A Units	B Units	Ownership	Registration#	Class	
477286	Active	34-19-34-43	01264	0047	3	28700	6	132	0	PVT	406692	E

Other Units

Property
Owner
Registration
Information

Charges

Complaint
Status**Complaint
History**Submit
Certificate of
InstallationLitigation/Case
StatusTenant
Harassment
ReportAll Open
Violationsprior year
Open Violations

Escalation

Overdue Lead
Paint Viol.
CorrectionI-Card
Images

PROS Online

Map

Complaint History**Historial de Quejas**

Complaints received by the Department of Housing Preservation and Development within the last year are listed below. Note: One complaint # may have multiple complaint conditions associated with it.

If you require information regarding a complaint older than 1 year, you may contact HPD at any of the Borough Office locations to request a copy. There may be a fee for any requested copies.

TENANTS: If your landlord does not correct the condition(s), you have the right to initiate a tenant action against him/her in Housing Court. The Court has the authority to order the landlord to correct the condition(s) and can assess penalties for failure to comply. There is a \$45 fee to file, which the Court may waive if you are unable to pay. For further information on the court process, you can call the Citywide Task Force on Housing Court at 212-962-4795, weekdays between 2 PM and 5 PM.

LANDLORDS: Take immediate action to correct the conditions cited below. Failure to comply may result in the issuance of a violation and/or Housing Court action.

Find Apartment#

Clear

Search

Complaint Date	Complaint#	SR#	Apt#	Complaint Condition	Condition Detail	Location
03/04/2016	7914150	1-1-1220885512	305	ENTIREBUILDING	NO HEAT	ENTIRE APT
02/24/2016	7899455	1-1-1217147732	607	ENTIREBUILDING	NO HEAT	ENTIRE APT
02/19/2016	7892040	1-1-1215270382	505	ENTIREBUILDING	NO HEAT	ENTIRE APT
02/14/2016	7876948	1-1-1213180872	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
02/14/2016	7874821	1-1-1213031102	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
02/12/2016	7867353	1-1-1212231272	607	ENTIREBUILDING	NO HEAT	ENTIRE APT
02/11/2016	7864792	1-1-1211816642	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
02/10/2016	7862349	1-1-1211351542	301	ENTIREBUILDING	NO HEAT	ENTIRE APT
02/03/2016	7850865	1-1-1208667342	406	VENTILATORS SYS	BRKN OR MISSING	OTHER
02/02/2016	7849831	1-1-1208389292	406	VENTILATORS SYS	BRKN OR MISSING	OTHER
01/14/2016	7805664	1-1-1199638762	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
01/14/2016	7805661	1-1-1199638732	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
01/13/2016	7802030	1-1-1199167122	303	ENTIREBUILDING	NO HEAT	ENTIRE APT
01/04/2016	7780256	1-1-1195734902	BLDG	ENTIREBUILDING	NO HEAT	BUILDING-WIDE
01/04/2016	7777131	1-1-1195306392	504	ENTIREBUILDING	NO HEAT	BUILDING-WIDE

HPD Building Info

05/09/2016 16:17

10/20/2015	7661882	1-1-1166838642	607	ENTIREBUILDING	NO HEAT	ENTIRE	APT
10/04/2015	7590431	1-1-1160859562	202	ENTIREBUILDING	NO HEAT	ENTIRE	APT

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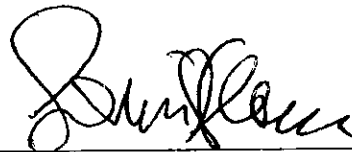
NYC.gov - NEW YORK CITY'S OFFICIAL WEB SITE

Exhibit D-3

VERIFICATION

LOUIS FLORES, being duly sworn, deposes and says:

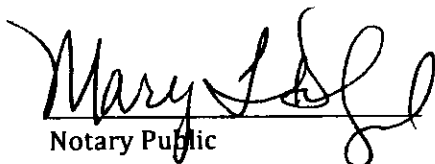
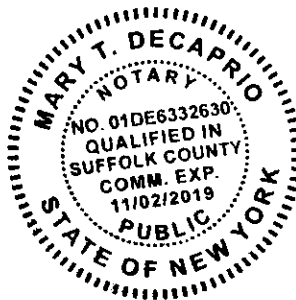
I am the Defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in Subsection (c) of Section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).



Dated : Jackson Heights, New York
6 September 2016

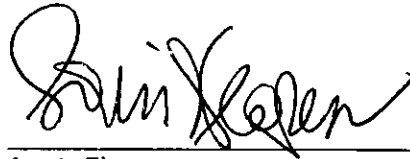
Louis Flores
34-21 77th Street, Apt. 406
Jackson Heights, NY 11372
Phone : (718) 685-2924
Pro Se Respondent(s)-Tenant(s)

Sworn to before me this
6th day of September, 2016.


Notary Public

CERTIFICATE OF SERVICE

I, **LOUIS FLORES**, declare under penalty of perjury that I have served a copy of the attached **ANSWER** upon **WILLIAM A. RAPPAPORT**, whose address is : c/o Rappaport, Hertz, Cherson & Rosenthal, PC, 118-35 Queens Blvd., Ninth Floor, Forest Hills, New York 11375, by **CERTIFIED U.S. MAIL - RETURN RECEIPT REQUESTED**.



Dated : Jackson Heights, New York
6 September 2016

Louis Flores
34-21 77th Street, Apt. 406
Jackson Heights, NY 11372
Phone : (718) 685-2924
Pro Se Respondent(s)-Tenant(s)

Louis Flores
34-21 77th Street, No. 406
Jackson Heights, NY 11372

VIA : Certified U.S. Mail
(Return Receipt Requested)

Rappaport, Hertz, Cherson &
Rosenthal, P.C.,
118-35 Queens Blvd., Ninth Flr.,
Forest Hills, NY 11375.

ATTN: WILLIAM RAPPAPORT

ARCHER AVE NEW
9703 SUTPHIN BLVD
JAMAICA
NY

11435-9995
3541910235

09/06/2016 (800)275-8777 10:55 AM

Product Description	Sale Qty	Final Price
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First-Class Mail	1	\$1.57
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Large Envelope
(Domestic)
(FOREST HILLS, NY 11375)
(Weight: 0 Lb 3.40 Oz)
(Expected Delivery Day)
(Thursday 09/08/2016)

Certified	1	\$3.30
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(USPS Certified Mail #)
(70160340000052037011)

Return Receipt	1	\$2.70
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(USPS Return Receipt #)
(9590940212475246217223)

Total		\$7.57
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Debit Card Remit'd	\$7.57
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(Card Name: Debit Card)
(Account #: XXXXXXXXXXXX0845)
(Approval #: 310982)
(Transaction #: 678)
(Receipt #: 004039)
(Debit Card Purchase: \$7.57)
(Cash Back: \$0.00)

Text your tracking number to 28777
(2USPS) to get the latest status.
Standard Message and Data rates may
apply. You may also visit USPS.com
USPS Tracking or call 1-800-222-1811.

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FOREST HILLS, NY 11375

Certified Mail Fee	\$3.30
Extra Services & Fees (check box, add fee as appropriate)	\$2.70
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.57

Total Postage and Fees \$7.57

Sent To: Rappaport Hertz Cherson Rosenthal
Street and Apt. No., or PO Box No. 118-35 RWS Blvd, Ninth Floor
City, State, ZIP+4® Forest Hills, NY 11375

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7016 0340 0000 0460 9101